

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, }
Plaintiff, }
CARLOS VILLANUEVA, }
Plaintiff-Intervenor, }
v. } CIVIL ACTION NO. 3:11-CV-2581-L
AIR EXPRESS INTERNATIONAL USA, INC., and DANZAS CORPORATION d/b/a DHL GLOBAL FORWARDING, }
Defendants. }

CONSENT DECREE

This Consent Decree is made and entered into between the Plaintiff, the Equal Employment Opportunity Commission (“EEOC” or the “Commission”), Plaintiff-Intervenor Carlos Villanueva, (“Intervenor”), and Defendants, Air Express International, USA, Inc. and Danzas Corporation d/b/a DHL Global Forwarding (hereafter, “DHL Global Forwarding” or “Defendants”).

On September 30, 2011, the EEOC instituted a lawsuit in the United States District Court for the Northern District of Texas, Dallas Division, Civil Action Number 3:11-CV-02581-L, against Defendants, alleging that Defendants violated Title VII of the Civil Rights Act of 1964 (“Title VII”) when it allegedly discriminated against Oscar R. Guajardo, Cesar Moran, Alberto Salguero-Jimenez, Bulmaro Victoria, Carlos Villanueva, Jose Zamora, Fausto Najera, and Oscar Martinez by subjecting them to harassment that created a hostile work environment because of their national origin, Hispanic. The Commission also alleges that Defendants subjected Oscar R.

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Guajardo, Cesar Moran, Alberto Salguero-Jimenez, Bulmaro Victoria, Carlos Villanueva, Jose Zamora, Fausto Najera, and Oscar Martinez to different terms and conditions of employment because of their national origin. The Commission further alleges that Defendants discriminated against Charging Party Troy Petty by terminating his employment in retaliation for having opposed what he reasonably believed to be unlawful discriminatory employment practices. Plaintiff-Intervenor Villanueva complains that Defendants retaliated against him in violation of Title VII. DHL denies each and every allegation in this Complaint and denies any wrongdoing of any kind or that it has violated any law.

The parties hereto desire to compromise and settle the differences embodied in the aforementioned lawsuit, and intend that the terms and conditions be set forth in this Consent Decree.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agrees as follows, the court finds appropriate, and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Court has jurisdiction to enforce the provisions set forth in this Consent Decree.
2. This Consent Decree resolves all issues, including all like and related issues, raised in EEOC Charge Numbers 450-2010-02209 (Oscar R. Guajardo); 450-2010-02207 (Cesar Moran); 450-2010-02204 (Troy Petty); 450-2010-02646 (Alberto Salguero-Jimenez); 450-2010-02206 (Bulmaro Victoria); 450-2010-02210 (Carlos Villanueva); 450-2010-02212 (Jose A. Zamora); and similarly situated aggrieved individuals Fausto Najera and Oscar Martinez. This Decree further resolves all issues in the Complaint filed by the Commission and the

Complaint filed by the Intervenor in this civil action. The Commission does not waive processing or litigating charges or cases other than the above referenced charges and Complaints.

3. Defendants and their officers, successors, and assigns are permanently enjoined from: a) discriminating against any employee on the basis of national origin; b) harassing any employee on the basis of national origin; and c) retaliating in any way against any person because of opposition to any practice declared unlawful under Title VII or because of the filing of a charge, giving testimony, or assisting or participating in any manner in any investigation, proceeding or hearing under Title VII.
4. Defendants agree to post the English and Spanish Notices appended hereto as Attachment “A” and Adjunto “B” on the employee bulletin board at its office and warehouse located at 2580 Esters Blvd., Irving, Texas, 76051 within ten (10) days after the entry of this Consent Decree. Defendants will report to the EEOC that it has complied with this requirement within thirty (30) days after posting the notice.
5. For each year that this Consent Decree is in effect, Defendants agrees to conduct annual training for all employees of Defendants’ DFW facility, located at 2580 Esters Blvd., Irving, Texas, 76051 (including all human resources, supervisory, and managerial staff who have responsibilities over Defendants’ employees), advising them of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. This training shall include the subjects of: a) what constitutes national origin harassment; b) how to prevent national origin harassment; c) how

to provide a work environment free from national origin harassment; and d) to whom and by what means employees may complain if they feel they have been subjected to national origin harassment in the workplace. This annual training will also advise employees of the consequences imposed upon DHL Global Forwarding for violating Title VII. This annual training shall also include a discussion of the disciplinary actions that will be taken against supervisors, managers, directors, and employees who: 1) commit acts of national origin harassment; 2) fail to properly and promptly act on complaints/reports of national origin harassment; 3) fail to properly and promptly act on observations of conduct that may rise to the level of national origin harassment; or 4) otherwise allow national origin harassment in the workplace. This training shall also include a discussion of Defendants' policy with regard to national origin harassment. The training will also include a specific discussion or instruction relating to DHL Global Forwarding's policies regarding the reporting requirements regarding complaints of harassment and the appropriate investigation of national origin harassment claims. Defendants agree to employ a Spanish language interpreter for this training. The training shall be at least two (2) hours in duration. No less than ten (10) days before the training is conducted, Defendants agrees to give written notice to the EEOC as to the date and location of the training, the name and qualifications of the person providing the training and the substance of the training. All materials used in conjunction with the training shall be forwarded to the EEOC. Within twenty (20) days following the training, Defendants shall

submit to the EEOC confirmation that the training was conducted, a list of attendees, and a list of employees who did not attend.

6. Defendants shall impose discipline -- up to and including termination, suspension without pay or demotion -- upon any employee, including any supervisor, human resources employee, or manager who is found by reasonable evidence to have engaged in discrimination on the basis of national origin or retaliation, or permitted any such conduct to occur in his or her work area or among employees under his or her supervision. Defendants shall communicate this policy to all of their human resources employees, supervisors, and managers.
7. Defendants shall advise all managers and supervisors of their duty to actively monitor their worksites to ensure employees' compliance with the company's policy against discrimination on the basis of national origin, and to report any incidents and/or complaints of discrimination, on the basis of national origin of which they become aware directly to corporate Human Resources.
8. Defendants agrees to provide to each hourly employee, each supervisory or management employee, and each new hire at its facility for the pendency of this Consent Decree a copy of DHL Global Forwarding's non-discrimination policy, as well as Attachment "A" and Adjunto "B."
9. Defendants agree to provide to each supervisory employee at its facility a copy of DHL Global Forwarding's procedures for reporting and investigating claims of harassment.
10. Defendants state that that anti-discrimination section in its Employee Handbook includes sections relating to national origin harassment and hostile work

environment and the company's complaint procedure. Defendants agrees that within seven (7) days of the entry of this Consent Decree, Defendants will notify, in writing, to each employee, the name and direct dial telephone number of the human resources official to whom the employee can report any complaints of national origin discrimination. During the terms of this Consent Decree, each time the human resources official changes, Defendants will notify each employee of the replacement human resources official, including name and direct dial telephone number.

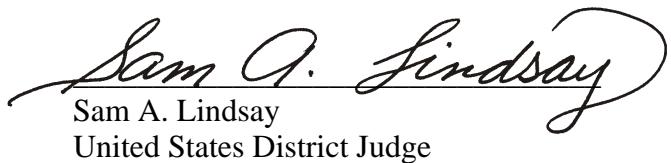
11. Defendants agree to forward to the EEOC once per year during the term of this Consent Decree on the date of the entry of this Consent Decree, a log of all employee complaints alleging discrimination on the basis of national origin against Defendants, including dates of complaints, names, the nature of the complaint, and the resolution of the complaint.
12. Defendants agree to pay the gross sum of \$201,000 to resolve all claims for all damages, including individual attorney's fees. Within twenty (20) days of the entry of this Consent Decree, EEOC will provide Defendants with the name, social security number, and amount to be paid to specific charging parties, alleged aggrieved individuals and counsel for the charging parties and alleged aggrieved individuals. Defendants will issue a check, made payable to each charging party, aggrieved individual or counsel, in the above-referenced amounts. Defendants shall send these checks to David Fielding of Fielding, Parker & Hallmon, L.L.P., counsel for the charging parties, at 314 Main Street, Suite 300, Fort Worth, Texas 76102 within ten (10) days of the EEOC providing the distribution list to

Defendants. No deductions shall be made from the checks, and a 1099 shall issue for each check. Defendants agree to report to the EEOC within thirty (30) days of entry of this Consent Decree regarding its compliance with this paragraph. Defendants shall send a copy of the checks to the EEOC when reporting compliance.

13. If Defendants fail to tender payment or otherwise fail to timely comply with the terms of paragraph 6 above, Defendants shall:
 - a. Pay interest at the rate calculated pursuant to 26 U.S.C. § 6621(b) on any untimely or unpaid amounts; and
 - b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of Defendants.
14. The parties agree to bear their own costs associated with this action, including attorney's fees.
15. Neither the EEOC nor Defendants shall contest the validity of this Consent Decree nor the jurisdiction of the federal district court to enforce this Consent Decree and its terms or the right of either party to the Consent Decree to bring an enforcement action upon breach of any term of this Consent Decree by either such party. Nothing in this Consent Decree shall be construed to preclude the EEOC from enforcing this Consent Decree in the event Defendants fail to perform the promises and representations contained herein. The EEOC shall be authorized to seek compliance with the Consent Decree through civil action in the United States District Court. The EEOC also reserves the right to seek contempt sanctions for non-payment and non-compliance with this court order.

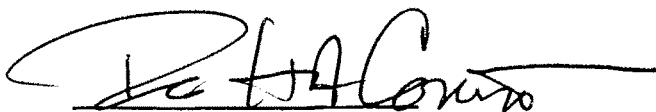
16. The effective date of this Consent Decree shall be the date upon which it is issued by the court.
17. The term of this Consent Decree shall be for three (3) years from the effective date. The court shall retain jurisdiction to enforce the terms of this Consent Decree until the expiration of the term of the Consent Decree.

SO ORDERED, ADJUDGED AND DECREED this 30th day of November, 2012.



Sam A. Lindsay
United States District Judge

APPROVED AS TO FORM AND CONTENT:



ROBERT A. CANINO
Regional Attorney
Oklahoma Bar No. 011782

SUZANNE M. ANDERSON
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Texas State Bar No. 24050425

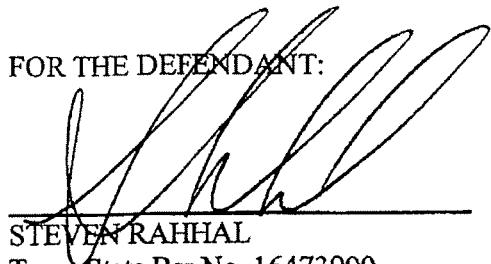
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Dallas District Office
207 South Houston Street 3rd Floor
Dallas, Texas 75202
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Fax No. (214) 253-2749

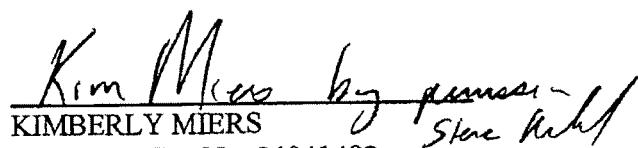
FOR THE PLAINTIFF-INTERVENOR:


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ATTACHMENT A

NOTICE TO ALL EMPLOYEES

This NOTICE will be conspicuously posted for a period of three (3) years at all Texas facilities and in all places where employment notices are posted. It must not be altered, defaced, or covered by any other material.

POLICY: Discrimination of any kind can and often will detract from employees' job performance, discourage employees from remaining on the job, keep employees from advancing in their careers and lower overall employee morale and productivity. It is the policy of DHL Global Forwarding that discrimination is unacceptable and will not be condoned. **This is a zero tolerance policy.**

PURPOSE: It is the purpose of this policy to reaffirm and amplify the position of Title VII of the Civil Rights Act of 1964, as amended, and the Equal Employment Opportunity Commission's guidelines on harassment and to reiterate DHL Global Forwarding's policy on harassment.

SCOPE: This policy extends to all employees of DHL Global Forwarding, both management and non-management.

DEFINITION: Discrimination occurs when an employment decision is made based on a person's race, national origin, gender, color, religion, age or disability rather than on legitimate factors. Harassment is a form of discrimination and includes unwelcome conduct that is based on race, color, sex, religion, national origin, disability, and/or age. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance.

RESPONSIBILITY: Each level of management is responsible for ensuring that all personnel policies, procedure, and activities are in full compliance with applicable federal, state, and local equal employment laws, statute, rules, and regulations regarding discrimination and retaliation. Employees are expected to read, understand, and follow the policies that DHL Global Forwarding has established to prevent discrimination and retaliation.

REPORTING PROCEDURES: Any employee who believes that he or she has been subjected to discrimination is expected to report the conduct as soon as possible to either that person's immediate supervisor, any supervisor or manager with DHL Global Forwarding or to the Human Resources Department. The Human Resources Department may be contacted at _____ or by telephone at _____. Supervisors and managers who are informed of an alleged incident of discrimination, including harassment, must immediately notify the Human Resources Department.

Equal Employment Opportunity Commission

A person either, alternatively or in addition to reporting such an allegation to company officials, may contact the U.S. Equal Employment Opportunity Commission for the purposes of filing a charge of employment discrimination. The address and telephone number of the U.S. EEOC office is 207 South Houston, Dallas, Texas 75202; (800) 669-4000. Information about your rights and how to file a charge is available on the Internet at www.eeoc.gov.

INVESTIGATION OF COMPLAINTS: A complete investigation of each complaint will be undertaken immediately by DHL. The investigation may include interviews, inspection of documents, including personnel records, and full inspection of the premises.

PUNISHMENT FOR VIOLATION: Employees engaged in discriminatory conduct, including supervisors and managers, can expect serious disciplinary action. After appropriate investigation, any employee, whether management or non-management, who has been found to have discriminated against another employee will be subject to appropriate sanctions, depending on the circumstances, from a written warning in his or her personnel file up to and including termination of employment.

RETALIATION: There shall be no retaliation against any employee because that person has opposed what they believe to be unlawful employment practices, or has filed a charge of discrimination, or has given testimony, assistance, or has participated in any manner in any investigation, proceeding or hearing under Title VII of the Civil Rights Act of 1964.

DHL Global Forwarding will not punish you for reporting discrimination simply because you have made a complaint under the above guidelines.

PROTECTION OF PRIVACY: The question of whether a particular action or incident constitutes discrimination requires a determination based on all available facts. DHL Global Forwarding will therefore make a concerted effort to protect the privacy of all personnel. Confidential information will be shared on a need-to-know basis to complete the investigation and to deal appropriately with the situation.

EXCEPTIONS: There are no exceptions to this policy.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE REMOVED OR DEFACED BY ANYONE. THIS NOTICE WILL BE POSTED FOR A PERIOD OF THREE (3) YEARS.

Signed this ____ day of , 2012.

ADJUNTO "B"

NOTICIA PARA TODOS EMPLEADOS

Este NOTICIERO será colocado en un lugar visible por un periodo de tres (3) años en todas las localidades y facilidades situadas en Texas. Este document no debe ser alterado, modificado, disfigurado, o cubierto por otro material.

PÓLIZA: Discriminación de cualquier tipo puede y muchas veces empañá el rendimiento del trabajo de empleados, desalienta a empleados a quedarse en el trabjao, previene el avance de empleados en su carrera y sobre todo disminuye la moral y productividad. Es la póliza de DHL Global Forwarding que la discriminación es inaceptable y no se tolerará. **Esta póliza es zero tolerancia.**

PROPOSITO: El propósito de esta póliza es para reaffirmar y amplificar la posición del Título VII del Acta de los Derechos Civiles de 1964, y sus enmiendas, y las guias acerca de hostigamiento de La Commision Para la Igualdad de Oportunidad en el Empleo, y para reiterar DHL Global Forwarding's póliza acerca de hostigamiento.

ALCANCE: Esta póliza extiende a todos los empleados de DHL Global Forwarding, al igual a empleados de administración y no administración.

DEFINICIÓN: Discriminación ocurre cuando una decisión del empleador es basada en la raza, origen nacional, sexo, color, religión, edad o discapacidad de la persona en vez de utilizar factores legítimos. Acoso sexual es una forma de discriminación cual incluye conducto inoportuno que está basado en raza, color, sexo, religión, origen nacional, discapacidad, o edad. Hostigamiento es ilegal cuando 1) soportar la conducta offensive se convierte en una condicón continua de empleo, o 2) la conducta es severa o generalizada lo suficiente para crear un ambiente de trabajo que una persona razonable considere intimidante, hostigador, or abusivo.

Conducta offensive puede incluir, pero no es limitada a, bromas ofensivas, calumnias, epítetos, o llamamiento de nombres, asaltos físicos o amenazas, intimidación, burlas, insultos o menospreciar, objetos o retratos ofensivos, que pueda interferir con el desempeño del trabajo.

RESPONSABILIDAD: Cada nivel de administracion es responsable por asegurar que todas las pólizas, procedimientos, y actividades son administradas conforme con las leyes y regulaciones federales, estatales, y locales con respeto a la descriminación y represalia. Se espera que empleados deberán leer, entender y cumplir con las pólizas que DHL Global Forwarding ha llevado a cabo para prevenir la discriminación y represalia.

PROCEDIMIENTOS PARA REPORTAR: Cualquier empleado(a) que cree sufrir discriminación es requerido a reportar la conducta lo más pronto posible a su supervisor inmediato, o a cualquier supervisor o encargado con DHL Global Forwarding o el Departamento de Recursos Humanos. Puede ponerse en contacto con El Departamento de Recursos Humanos por teléfono al número _____. Supervisores y manejadores que son informados de presunto incidente de discriminación, incluyendo hostigamiento, deberá de notificar inmediatamente al Departamento de Recursos Humanos.

Comisión Para la Igualdad de Oportunidad en el Empleo

Una persona puede reportar su queja a la compañía, o adicionalmente or como alternativa adicional a la queja con la compañía puede ponerse en contacto con la E.U. Comisión Para la Igualdad de Oportunidad en el Empleo con el propósito de presentar querella/queja. La dirección y número de teléfono de La Commision Para la Igualdad de Oportunidad en el Empleo es 207 South Houston, Dallas, Texas 75202; (800) 669-4000. Información sobre sus derechos y como presentar su queja están disponibles en la página web www.eeoc.gov.

INVESTIGACIONES DE QUEJAS: DHL conducirá una investigación completa inmediatamente. La investigación puede incluir entrevistas de todos los empleados en la localidad y la inspección de documentos, incluyendo, documentos personales, y inspección completa de la instalación.

CASTIGO POR LA VIOLACIÓN: Empleados quienes participan en conducta discriminatoria, incluyendo supervisores y gerentes, pueden esperar una grave disciplina o acción. Después de una investigación apropiada, cualquier empleado, ya sea supervisor o no supervisor, y que se establezca que discriminó contra otros empleados, será sometido a sanciones apropiadas, dependiendo de las circunstancias, empezando con una advertencia escrita en su archivo personal e incluyendo despido del trabajo.

REPRESALIA: No se deberá cometer ninguna represalia contra empleados que se opusieron a conducta que ellos creían era un acto ilegal, o que presentó su queja de discriminación, o ha testificado, asistido, o ha participado de alguna manera en una investigación, procedimiento o audiencia bajo el Título VII del Acta de los Derechos Civiles de 1964, y sus enmiendas.

DHL Global Forwarding no te castigará si reportas discriminación o simplemente porque has presentado una queja sobre las guías mencionadas arriba.

PROTECCIÓN DE PRIVACIDAD: La cuestión si la acción particular o incidente constituye discriminación requiere determinación particular basada en todos los factores disponibles. DHL Global Forwarding deberá hacer una certitud de esfuerzo para proteger la privacidad de todo el personal. Información confidencial será compartida solo con personal que necesitan saber para terminar la investigación y para tomar las acciones adecuadas sobre la situación.

EXCEPCIONES: No hay ninguna excepción a esta póliza.

ESTE ES UN DOCUMENTO OFICIAL Y NO DEBERÁ SER REMOVIDA O DISFIGURADO POR NADIE. ESTE NOTICIERO SE PUBLICARA POR UN PERIODO DE TRES (3) AÑOS.

Firmada el dia _____ de, 2012.

Date

Por parte de:

DHL Global Forwarding